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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

HAPAG-LLOYD/NYK MEXICO-
DOMINICAN REPUBLIC SLOT
CHARTER AGREEMENT
FMC Agreement No. 012064-005
(2nd Edition)
Second Revised Page No. 1

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Hapag-Lloyd/NYK Mexico-Dominican Republic Slot Charter Agreement (hereinafter referred to as the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize Hapag Lloyd to charter space to NYK in the Trade (as hereinafter defined) in accordance with the terms hereof in order to provide more efficient service to shippers in the Trade.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. Hapag-Lloyd AG ("Hapag-Lloyd")
Ballindamm 25
20095 Hamburg, Germany
2. Nippon Yusen Kaisha ("NYK")
Yusen Building
3-2, Marunouchi 2-Chome
Chiyoda-ku, Tokyo 100-91
Japan

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between ports on the Caribbean Coast of Mexico, in the Dominican Republic and in Brazil, on the one hand, and ports on the ~~East and~~ Gulf Coasts of the United States, on the other hand (hereinafter, the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 {a} Hapag-Lloyd shall charter to NYK, and NYK shall purchase from Hapag Lloyd, 488 slots (at 13.4 tons) and 44 reefer plugs on each sailing of Hapag-Lloyd's weekly GS1 service on such terms and conditions as the Parties may agree from time to time. The Parties shall discuss and agree on the amount to be paid for reefer plugs used. There shall be no financial compensation for unused slots within the basic allocation.

~~—— (b) In addition to the slot charter provided for under Article 5.1(a) hereof, Hapag Lloyd shall sell to NYK and NYK shall purchase from Hapag Lloyd, space for 20 TEUs/240 tons on each sailing of Hapag Lloyd's GCS service for the movement of cargo from Caucedo to Houston/Altamira/Veraacruz. The Parties shall discuss and agree on the amount to be paid for such slots.~~

~~(c) Hapag-Lloyd is authorized to charter additional slots to NYK on the GS1 and/or GCS services on an *ad hoc* basis, subject to space availability.~~

5.2 NYK may not sub-charter space made available to it under this Agreement without the prior consent of Hapag-Lloyd.

5.3 In the event a port call is cancelled, the Party receiving slots on the service will, if required, receive additional slots on the next sailing, based on average liftings to/from the cancelled port on three (3) previous sailings to call at the port